



## REQUEST FOR QUOTES

January 8, 2020

**The City of Mobile will receive quotes for the following Project:**

**Project Name:** DDC Controls System Inspection and Preventive Maintenance

**Project Location:** Mobile Museum of Art  
4850 Museum Drive  
Mobile, Alabama 36608

Public Safety Complex  
8080 Airport Boulevard  
Mobile, Alabama 36608

**Project Number:** FM-109-20

Quotes (stipulated sum) for the above Project will be received until 3:00 PM on Friday, February 14, 2020 in the Facility Maintenance Department, 850 Owens Street, Mobile, AL 36604. Quotes may be submitted in person, faxed, e-mailed or mailed to the address indicated. Quotes will be reviewed by the Facility Maintenance Department following the time established for receipt of Quotes.

**Scope of Work:** The Work includes furnishing all labor, materials, tools and equipment necessary to provide quarterly service, inspection and preventative maintenance of the existing DDC Controls for one (1) year, at the Mobile Museum of Art and the Public Safety Complex, as specified in the Scope of Work (attached as Exhibit A).

**Term of Contract:** The Term of the Contract is for a period of one (1) year commencing on the date of the written Notice to Proceed issued by the Owner.

This is NOT a tax exempt project. Quotes shall include all applicable sales and use taxes.

**Examination of Documents:** Before submitting a Quote, bidders shall carefully examine this Request for Quotes, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote a sum to cover the cost of all items included in the Request for Quotes as necessary to perform the work. The submission of the Quote will be considered as conclusive evidence that the Service Contractor has made such examination.

**Contractor's Use of Premises:** Limit use of premises to allow for Owner access and use. Obey all City and Facility rules. Facilities shall generally remain in use throughout the installment period. Service Contractor shall coordinate access, all areas of work and schedule for work with the Owner.

All Work shall take place during normal business hours. For purposes of this provision, normal business hours shall be defined as Monday through Friday, between 8:00 am and 5:00 pm.

**Quality Control:** Follow all manufacturers' recommendations and comply with instructions. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

Verify that existing site conditions are acceptable for subsequent work. Beginning new work means acceptance of existing conditions.

**General:** Collect and maintain areas free of waste materials, debris, construction dust, and rubbish. Dispose of all construction waste and debris in facility trash receptacles or dumpsters as directed by the Owner. Maintain site in a clean and orderly condition. Service Contractor shall be responsible for any damage to existing finishes or surfaces.

**Payments:** The Owner shall pay the Service Contractor Quarterly for actual work performed based on approval of the Director of Facility Maintenance. Payments shall be made in accordance with the approved Schedule of Values.

**Form of Agreement:** The "Standard Contract Agreement Between City of Mobile and Service Contractor" (example attached as Exhibit 3) shall be utilized for the Agreement.

**Requests for Information:** Bidders shall submit any Requests for Information in writing to the Director of Facility Maintenance, no later than 3:00 p.m. two (2) calendar days prior to the receipt of Quotes. All responses shall be made by written Addenda. Receipt of all Addenda shall be acknowledged by the bidder on the Quote form. Failure to acknowledge all Addenda may result in disqualification of the Quote.

**A City of Mobile Business License is required and must be current at time of submitting a Quote, and throughout contract period.**

- **Within Ten (10) calendar days from the date of issuance of Contract forms for execution, the Service Contractor shall deliver to the City of Mobile the following documents:**
  1. Certificate of Insurance, including ALL endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 1, with sample document)

2. Proof of enrollment in the Federal E-Verify program (see sample document, attached as Exhibit 2)
3. Fully executed Agreement (see document, attached as Exhibit 3)
4. A current Company W-9 Tax Form and City of Mobile Vendor Information Form

**NOTE: Contact Gregg Blaize at the City of Mobile, Facility Maintenance Department, 251-208-2814 phone, 251-208-2815 FAX, or e-mail [gregg.blaize@cityofmobile.org](mailto:gregg.blaize@cityofmobile.org) for further clarification.**

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**Mobile Museum of Art & Public Safety Complex**  
**DDC Controls System Inspection and Preventive Maintenance**  
**Project # FM-109-20**  
**January 8, 2020**

**QUOTE:**

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**Office Phone #:** \_\_\_\_\_ **Fax # :** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**City of Mobile Business License No.:** \_\_\_\_\_

In compliance with the Request for Quotes documents prepared by the City of Mobile, Facility Maintenance Department, dated January 8, 2020, the Contractor hereby proposes to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. Service Contractor acknowledges receipt of Addendum No. \_\_\_\_\_ and dated \_\_\_\_\_.

- **Quotes shall include all applicable sales and use taxes.**
- **Quotes shall be provided in whole dollar amount with no cents.**

**TOTAL CONTRACT SUM:**

\_\_\_\_\_

(Amount in Words)  
and 00/100 Dollars

(\$ \_\_\_\_\_ .00)  
(Amount in Figures)

**SCHEDULE OF VALUES:**

(1 Year Only)

Public Safety Complex 8080 Airport Boulevard	Quarterly	\$ _____	April 2020
		\$ _____	July 2020
		\$ _____	October 2020
		\$ _____	January 2021
	Sub Total	\$ _____	
Mobile Museum of Art 4850 Museum Drive	Quarterly	\$ _____	April 2020
		\$ _____	July 2020
		\$ _____	October 2020
		\$ _____	January 2021
	Sub Total	\$ _____	
	<b>Total</b>	<b>\$ _____</b>	

**Contact Name:** \_\_\_\_\_

**Contact Phone #:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**

DDC Control System and Inspection and Preventive Maintenance  
Mobile Museum of Art and Public Safety Complex  
FM-109-20  
January 8, 2020

1. Contractor shall service Mobile Museum of Art and Public Safety Complex quarterly (four (4) times a year) during the months of April 2020, July 2020, October 2020, and January 2021.
2. Report in and coordinate with owner's representative.
3. Check the general operation of the Controls Systems.
4. Review operating parameters of the controls system including but not limited to, temperature, humidity, and CO2 for discrepancies.
5. Inspect controls safeties and calibrate all controls, as required.
6. Review energy conservation methods and sequences to ensure optimum system efficiency is maintained.
7. Analyze the recorded log data as applicable, compare the data to the original design condition.
8. Check all individual control devices for calibration and functionality.
9. Clean and grease equipment.
10. Review operating procedures with operations personnel.
11. Set control points and operating conditions in accordance with owner's requirements.
12. Provide a written report of completed work and indicate any uncorrected deficiencies detected to Gregg Blaize, Facility Maintenance Director and Mechanical Maintenance.

**EXHIBIT 1**  
**City of Mobile Insurance Requirements**

**Insurance** – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Workers Compensation/Employer's Liability:

1. Workers Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.
2. Employers Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
2. Limits of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/ Umbrella Liability Insurance

1. Provide following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury or property damage.

## **CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE**

The policy endorsements listed below are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

**Waiver of Subrogation** - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

**Additional Insured** - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

**Primary Insurance** - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

**Notice of Cancellation** - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

**Certificates of Insurance – General** - Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement is attached for Consultant's reference.





### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAYS TO REVEND PAUSES (Ea occurrence) \$ 1,000,000
<input checked="" type="checkbox"/>	Contractual Liability						MEMBER (As the person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL ADV INJURY \$ 1,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						GENERAL AGGREGATE \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				PRODUCTS - CROP/OP AGG \$ 1,000,000
<input checked="" type="checkbox"/>	ANY AUTO						COMBINED SINGLE LIMIT \$ 1,000,000
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS						\$
<input checked="" type="checkbox"/>	<b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB						AGGREGATE \$ 2,000,000
	CLAIMS-MADE						\$
	DED RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below.						E.L. DISEASE - EA EMPLOYEE \$
	DESCRIPTION OF OPERATIONS below.						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_  
 City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Mobile P. O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

END OF SECTION

EXHIBIT 2



Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Security, Division	
Name (Please Type or Print)	Title
Signature	Date

**SAMPLE**

**EXHIBIT 3**

**STANDARD SERVICE CONTRACT AGREEMENT BETWEEN  
CITY OF MOBILE AND SERVICE CONTRACTOR**

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This **AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and Twenty.

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**:

City of Mobile License Number:

for the following PROJECT:

**PROJECT NAME:** DDC CONTROLS SYSTEM INSPECTION AND  
PREVENTATIVE MAINTENANCE

**PROJECT LOCATION:** Mobile Museum of Art  
4850 Museum Drive  
Mobile, Alabama 36608

Public Safety Complex  
8080 Airport Boulevard  
Mobile, Alabama 36608

**PROJECT NUMBER:** FM-109-20

County of Mobile  
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

**ARTICLE 1. Statement of Work to be Performed:**

1.1 Service Contractor shall furnish all labor, material, tools and equipment necessary to perform all work necessary to provide a DDC Controls System Inspection and Preventative Maintenance at the Mobile Museum of Art, 4850 Museum Drive and the Public Safety Complex, 8080 Airport Blvd., in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director, Real Estate Asset Management Department.

**ARTICLE 2. Term of Contract:**

2.1 The term of the Contract is for a period of One (1) year commencing on the date of the written Notice to Proceed issued by the Owner.

**ARTICLE 3. Contract Sum:**

3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum as follows:

**TOTAL CONTRACT SUM:**

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(Amount in Words)  
**and 00/100 Dollars**    (\$ \_\_\_\_\_ .00)  
\_\_\_\_\_  
(Amount in Figures)

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**SCHEDULE OF VALUES:**

(1 Year Only)

Public Safety Complex 8080 Airport Boulevard	Quarterly	\$ _____	April 2020
		\$ _____	July 2020
		\$ _____	October 2020
		\$ _____	January 2021
Mobile Museum of Art 4850 Museum Drive	Quarterly	\$ _____	April 2020
		\$ _____	July 2020
		\$ _____	October 2020
		\$ _____	January 2021

If Additional Services are required due to circumstances beyond the Service Contractor’s control, the Service Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Service Contractor’s notice shall include a description of the circumstances justifying the “Additional Services” and a proposal to provide the Services.

**ARTICLE 4. Payments:**

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made Quarterly for completed Work as specified.
- B. Two (2) original invoices shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Section 3.1, above.

**ARTICLE 5. Termination of the Contract:**

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

**ARTICLE 6. Contract Documents:**

6.1 The contract documents consist of this Agreement and the Specifications, Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)	7 pages
2. Bid Form, dated January 8, 2020	2 pages
3. Scope of Work	1 page
4. Certificates of Insurance with endorsements	3 pages
5. E-Verify Documentation	2 pages
6. Vendor Information	2 pages

**ARTICLE 7. Insurance:**

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this Contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:  
\$1,000,000 each person  
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:  
Bodily injury and property damage combined –\$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:  
\$1,000,000 each person  
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)  
Bodily injury and property damage combined – \$1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

## 7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

## **ARTICLE 8. Miscellaneous Provisions**

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection

with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed in the Scope of Work, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall. The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work

performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 State of Alabama Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

*Remainder of page intentionally left blank*



**ARTICLE 9. Signature:**

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

**OWNER: City of Mobile**

**SERVICE CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

William. S. Stimpson  
Mayor, City of Mobile

\_\_\_\_\_  
Printed Name and Title

(Corporate Seal if applicable)

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Gregg Blaize, Director  
Facility Maintenance Department

\_\_\_\_\_  
Printed Name and Title

**END OF SECTION**

**CITY OF MOBILE, AL  
VENDOR INFORMATION FORM**

*Company Information:*

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

*Primary Contact:*

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

*Alternate Contact (if applicable):*

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

*City of Mobile Business License Information:*

17. City of Mobile Business License No. (if required):

*Please attach additional sheets if necessary.*

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.																																																		
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																			
	2 Business name/disregarded entity name, if different from above																																																			
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																			
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)																																																		
	6 City, state, and ZIP code																																																			
	7 List account number(s) here (optional)																																																			
<b>Part I Taxpayer Identification Number (TIN)</b>																																																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																				
<b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 33%;"> </td><td style="width: 33%;"> </td><td style="width: 33%;"> </td><td style="width: 33%;"> </td><td style="width: 33%;"> </td><td style="width: 33%;"> </td><td style="width: 33%;"> </td><td style="width: 33%;"> </td><td style="width: 33%;"> </td><td style="width: 33%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">Or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 33%;"> </td><td style="width: 33%;"> </td><td style="width: 33%;"> </td><td style="width: 33%;"> </td><td style="width: 33%;"> </td><td style="width: 33%;"> </td><td style="width: 33%;"> </td><td style="width: 33%;"> </td><td style="width: 33%;"> </td><td style="width: 33%;"> </td> </tr> </table>			Social security number																				Or										Employer identification number																			
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<b>Part II Certification</b>																																																				
Under penalties of perjury, I certify that:																																																				
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																																				
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																																				
3. I am a U.S. citizen or other U.S. person (defined below); and																																																				
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																				
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																																				
<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶																																																		
<b>General Instructions</b>																																																				
Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at <a href="http://www.irs.gov/irf">www.irs.gov/irf</a> .																																																				
<b>Purpose of Form</b>																																																				
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:																																																				
<ul style="list-style-type: none"> <li>• Form 1099-INT (interest earned or paid)</li> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> </ul>																																																				
<ul style="list-style-type: none"> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2.</p> <p>By signing the filled-out form, you:</p> <ol style="list-style-type: none"> <li>1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).</li> <li>2. Certify that you are not subject to backup withholding, or</li> <li>3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and</li> <li>4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.</li> </ol>																																																				
Cat. No. 10231X	Form <b>W-9</b> (Rev. 12-2014)																																																			